are to be bound by the undertaking of the initial carrier. This situation must result from some contract or agreement which would constitute the defendants liable for the default of any one of the carriers in performing the contract of transportation. *Swift* v. *Pacific Mail Steamship Co.*, 106 N. Y. 206, 12 N. E. 583. In the absence of a special contract, the liability of the first carrier ceases when it has safely carried and delivered the shipment to the second without unreasonable delay. *Chicago I. & L. Ry. Co.* v. *Woodward*, — Ind. —, 72 N. E. 558. Where goods are delivered to a transportation company to be transported over its route, and over several railroads to the place of their destination, the companies having associated and formed a continuous line an intermediate company is liable in the absence of a special contract for the loss of goods happening upon its part of the line. *Barter & Co.* v. *Wheeler*, 49 N. H. 9, 6 Am. Rep. 434; *Western & Atlantic R. R.* v. *McDaniel & Strong*, 42 Ga. 641; *Bullock* v. *Boston & H. Dispatch Co.*, — Mass. —, 72 N. E. 256; *Montgomery & West Point Railroad Co.* v. *Moore*, 51 Ala. 394; *Lotspeich* v. *Central R. R. Co. of Georgia*, 73 Ala. 306. Recovery may be had of the initial carrier for injury to perishable goods shipped over connecting lines, caused by negligent delay in transporting though each carrier was guilty of delay, there being no evidence that the damages were caused solely by the delay of the subsequent carriers. *St. Louis I. M. Ry. Co.* v. *Coolidge*, — Ark. —, 83 S. W. 333. But a mere traffic arrangement for a division of the profits of transportation among different corporations does not create a joint contract. *Merrick* v. *Gordon*, 20 N. Y. 96.—*Michigan Law Review.*

STATUTE OF FRAUDS—CONTRACT TO LEASE—SPECIFIC PERFORMANCE.—Bill for specific performance of an alleged agreement for a lease. *Held*, A draft of the lease signed by the defendant but not delivered to the plaintiff was admissible in evidence to show the details of the proposed lease previously executed by both parties, the papers, taken together, satisfying the requirements of the statute of frauds. *Charlton* v. *Columbia Real Estate Co.* (1905), — N. J. —, 60 Atl. Rep. 192.

Four judges dissented from the majority opinion which reverses the former holding reported in 54 Atl. Rep. 444. Had the previous agreement been wholly in parol the dissenting opinion would have had the weight of judicial sanction. *Kopp* v. *Reiter*, 146 Ill. 437, 22 L. R. A. 273; *Day* v. *LaCasse*, 85 Me. 242; *Swan* v. *Burnette*, 89 Cal. 564; *Montauk Assn.* v. *Daly*, 171 N. Y. 659. There are, however, decisions to the contrary. *McGee* v. *Blankenslip*, 95 N. Car. 563; *Bowles* v. *Woodson*, 6, Gratt. 78; *Drury* v. *Young*, 58 Md. 546. In *Freedland* v. *Charnley*, 80 Ind. 132, and in *Myrick* v. *Segar*, 102 Ia. 744, an undelivered deed was held inadmissible though supplying the needed details of a prior written agreement. The great weight of authority, however, supports the principal case in that if all the papers taken together contain the completed terms of a contract and each is signed by the party to be charged the delivery of all of them is unnecessary to render the contract enforcible. *Thayer* v. *Luce*, 22 O. St. 62; *Jenkins* v.

Harrison, 65 Ala. 345; *Leonard* v. *Woodruff*, 23 Utah 495; *Jelko* v. *Barrett*, 52 Miss. 315; *Bayne* v. *Wiggins*, 139 U. S. 210.—*Michigan Law Review.*

ASSAULT AND BATTERY—MISTAKEN IDENTITY.—To excuse a person for assaulting another under the belief that he is a third person, upon whom an assault would be justified, it is held, in *Crabtree* v. *Dawson* (Ky.), 67 L. R. A. 565, that he must exercise the highest degree of care practicable under the circumstances to ascertain whether or not the person whom he is about to strike is in fact the one whom he believes him to be. The question of mistaken identity as justification for assault is the subject of a note to this case.

HOMICIDE—INJURIES BY DIFFERENT PERSONS.—Where it appeared on the trial for murder that the victim was shot and wounded by one person using a shotgun and another using a pistol, and that one of the wounds inflicted by the pistol was certainly mortal, and that probably one or more of the wounds inflicted by the shotgun were so, it is held, in *Walker* v. *State* (Ga.), 67 L. R. A. 426, that, in order to convict the person using the shotgun of murder in such a case, the evidence must be such as to authorize the jury to find that death actually ensued as the result of the act of the defendant on trial, in the absence of any conspiracy between the parties doing the shooting. The other authorities on homicide resulting from injuries by different persons acting independently are collated in a note to this case.

INTOXICATING LIQUORS—GIVING LIQUOR TO MINORS—CF. SEC. 3828, VA. CODE 1904.—Furnishing liquor to a minor as an act of hospitality in one's home is held, in *People* v. *Bird* (Mich.), 67 L. R. A. 424, not to be a violation of a provision making it unlawful for any person to give such liquor to a minor, which is embraced within a statute the title to which states that it is to provide for the taxation and regulation of the business of selling, furnishing, and giving liquors.

The Virginia statute (sec. 3828, Va. Code 1904) makes it a misdemeanor for persons dealing in intoxicating liquor to give liquor to minors.

HOMICIDE—SELF-DEFENSE—CHAMPIONING CAUSE OF PARAMOUR.—The right of a man to champion the cause of a woman with whom he is maintaining improper relations, and to defend her against the simple assaults of her brother, so as to give him the benefit of the rule as to self-defense in case he kills the brother during the altercation, is denied in *Morrison* v. *Com.* (Ky.), 67 L. R. A. 529. Homicide to prevent criminal or unlawful acts is the subject of a note to this case.

NUISANCE—TEMPORARY CHARACTER.—In *N. K. Fairbank Co.* v. *Bahre*, Ill., 73 N. E. 322, it was held that the placing by defendant on its land of